

RESTRICTIVE AGREEMENT OF DOUGHERTY LAKE SUBDIVISION

WHEREAS, on February 7, 1972, Burton Duenke Construction Company, a Missouri Corporation (hereinafter called "Grantor") was the owner of a tract of land situated in the County of St. Louis, State of Missouri, described as follows:

Lots 1 through 33 incl., 41 through 45 incl., 78 through 79 and Lot 124 of Dougherty Lake, Plat One, a subdivision in the County of St. Louis, State of Missouri, according to the plat thereof, recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, as Daily No. 195 on February 7, 1972, also such other lots on adjoining land as approved in the St. Louis County Council's Order of June 24, 1971, and as Grantor may hereinafter make subject to this agreement.

WHEREAS, Grantor caused said tract of land to be laid out as a subdivision under the name of Dougherty Lake, and **WHEREAS**, it was the intent and plan of the Grantor that all the lots in said subdivision should be used as sites for private residences only, and that the lots should be restricted to uses consistent with the general plan for the subdivision so that the subdivision would be and remain a first class residential subdivision, and

WHEREAS, pursuant to said plan, the Restrictive Agreement of Dougherty Lake Subdivision (the "Restrictive Agreement") was made and entered into on February 7, 1972, by and between Grantor and Burton W. Duenke, G.W. Mefferd and Jerry Davies, as Trustees, which Restrictive Agreement was filed for record in the Office of the Recorder of Deeds of St. Louis County, Missouri, on February 7, 1972 and recorded in Book 6567, Page 2375, and

WHEREAS, the Restrictive Agreement established in said Trustees sufficient authority and also sufficient right, title and interest in said tract of land to carry out the purposes of the Restrictive Agreement, and

WHEREAS, in accordance with the provisions of the Restrictive Agreement, said Restrictive Agreement was heretofore amended by an instrument in writing entitled "First Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated May 4, 1972, which was filed for record in the Office of the Recorder of Deeds of St. Louis County on May 5, 1972 in Book 6583 Page 2330, and by an instrument in writing entitled "Second Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated November 5, 1979 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on November 8, 1979 in Book 7210 Page 1837, and by an instrument in writing entitled "Third Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated October 28, 1982 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on February 25, 1983 in Book 7469, Page 651, and by an instrument in writing entitled "Fourth Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated November 18, 1986 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on November 20, 1986 in Book 8018, Page 191, and by an instrument in writing entitled "Fifth Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated October 16, 1990 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on October 23, 1990 in Book 8868, Page 1082, and by an instrument in writing entitled "Sixth Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated November 12, 1996 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on December 2, 1996 in Book 11014, Page 514, and by an instrument in writing entitled "Seventh Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated January 24, 1998 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on January 26, 1998 in Book 11433, Page 546, and by an instrument in writing entitled "Eighth Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated January 29, 2000 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on February 4, 2000 in Book 12439, Page 0001, and by an instrument in writing entitled "Ninth Amendment to Restrictive Agreement of Dougherty Lake Subdivision" dated February 10, 2001 which was filed for record in the Office of the Recorder of Deeds of St. Louis County on May 16, 2001 in Book 13038, Page 1228, and

WHEREAS, in accordance with the provisions of the Restrictive Agreement, as amended, a meeting of the residents of the Dougherty Lake Subdivision was held at 7:30 p.m. on November 18, 2003 at the Des Peres City Hall, Des Peres, Missouri, and

WHEREAS, at said meeting a majority of such residents present and voting authorized the undersigned Trustees to further amend said Restrictive Agreement and for clarity to consolidate and restate said Restrictive Agreement, as amended, in its entirety so as to facilitate understanding by all residents of Dougherty Lake Subdivision.

NOW, THEREFORE, the undersigned Trustees do hereby further amend said Restrictive Agreement, consolidate herein all prior amendments thereto, and for clarity so as to facilitate understanding by all residents of Dougherty Lake Subdivision restate said Restrictive Agreement, as amended, to be and read in its entirety as follows:

1. LAND USE AND BUILDING TYPE. No building shall be erected upon any lot except a single- family residence and the usual and customary appurtenances thereto. There shall not exist on any lot at any time more than one residence. No lot or building erected thereon shall be used for any purpose except a single family residence; nor shall any such lot or building be used for any purpose prohibited by law or ordinance; nor shall anything be done in or on any lot or building which, in the

judgment of the Trustees, may be or hereafter become a nuisance to the owners or inhabitants of any other lot subject to this Restrictive Agreement.

2. ARCHITECTURAL CONTROL.

(a) No building or other improvement of a structural nature shall be erected, converted, or rebuilt on any lot, nor shall an exterior alteration or addition be made on any building on any lot, until the plans and specifications for the same have been submitted to said Trustees for examination and approval, and have been approved in writing by the Trustees pursuant to subparagraph (b) of this paragraph. No building or other improvement shall be erected, converted, rebuilt, altered or added to on any lot except strictly in accordance with such approved plans and specifications.

(b) With respect to any plans, specifications, or other document required to be submitted to the Trustees for approval under subparagraph (a) above, said Trustees are given express power to approve or reject the same, in their discretion, for any reason deemed by them in good faith to be in the best interests of the owners of lots subject to this Restrictive Agreement, including without limitation upon the foregoing, architectural design, location of improvement or lot boundary, or type of roofing or other building material to be used or the manner of using same, to the end that there may be prevented any improvement of a design, appearance, location, height, type or character which may be unsafe, inartistic, odd, grotesque, or inconsistent with or a hindrance to a generally pleasing, attractive and rational development of Dougherty Lake as a whole, or a hazard to persons or property. In the event of a disapproval of any such plans by the Trustees, the reason(s) for such disapproval shall be stated, in writing, to the property owners submitting such plans. If the Trustees shall fail to act upon any plans, specifications, or other document within thirty (30) days after the same is submitted to the Trustees, such documents shall be deemed approved in the form submitted.

3. DWELLING COST, QUALITY AND SIZE. No dwelling that does not meet minimum cost, size, and quality standards established by the Trustees shall be erected on any lot. The Trustees shall exercise their judgment in the matter so that homes will be fairly uniform in character.

4. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the 20' minimum building setback lines shown on the recorded plat. No dwelling shall be located on any interior lot nearer than 15 feet to the rear line. A minimum side yard of 8 feet must be maintained. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 90 feet at the minimum building setback line, except cul-de-sac lots which have narrow frontage, nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 sq. ft., except that a dwelling may be erected on each lot as shown on the recorded plat.

6. BUILDERS DEPOSIT. No construction is to begin on any building until the builder has made a deposit with the Trustees to ensure the removal from the site or the adjacent lots of any and all debris and the repair of any damage to the subdivision improvements that may have developed during construction.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

8. NUISANCES. No animals other than a reasonable number of household pets may be kept by any lot owner. The Trustees shall have the right and authority to establish what is a reasonable number of pets. No clothes or laundry of any type shall be hung on any permanent line or other permanent device outside of any residence. No trailers, campers of any make or variety, trucks which exceed 5,000 pounds in gross weight or boats shall be parked, except for temporary purposes not exceeding twenty-four (24) hours, on any street in the subdivision, nor upon any unpaved part of any lot without the prior consent of the Trustees, nor shall such trailers, campers, trucks or boats, or vehicles of any type, be parked in such manner as to obstruct any sidewalk.

No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or other waste matters shall be allowed to be placed or suffered to remain anywhere on any lot. In the event that any lot owner shall fail or refuse to keep such lot free from weeds, underbrush, or refuse piles or other waste matters, then the Trustees are hereby empowered to enter upon such lot and remove the same at the expense of the lot owner and such entry shall not be deemed a trespass and in the event of such removal, a lien shall arise and be created in favor of the Trustees and against such lot for the full costs thereof and such amount shall be due and payable within thirty (30) days after the lot owner is billed therefor. No substance, thing or material may be kept upon a lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the owners or inhabitants of surrounding lots.

9. FENCES.

(a) General: Fences are defined as an enclosure of a portion of the homeowner's property. Decorative Fences are defined as fences that do not enclose the homeowner's property. Fences are subject to approval by the Trustees.

(b) Location: Fences are not allowed in front yards and may only be located within rear or side yards. On corner lots, fences may not be located in front or side yards facing the street. Fencing must be located entirely on the homeowner's property.

(c) Decorative Fences: Fences not more than thirty-six (36) inches in height may be located within any front yard and the side-street yard of any corner lot. Fence posts may exceed the maximum allowable fence height by no more than eight (8) inches. Such fences must be at least one (1) foot behind the sidewalk or the street right-of-way, whichever is farther from the street.

(d) Height: Fences should be no higher than necessary and in general, fences more than four (4) feet high will not be approved. Fence posts may exceed the maximum allowable fence height by no more than eight (8) inches.

(e) Construction, Material and Color: Materials will blend with the texture of the home. Colors must conform to generally accepted standards of good taste. Fences will be constructed with posts, framing and other structural support within or toward the area to be enclosed. Anodized aluminum, or ornamental iron fences are permitted; other metal fences and wire fencing, i.e., chain link, are not.

(f) Maintenance: All fences will be kept in good repair and, if of a type other than non-rusting material, will be properly painted or preserved. Cedar fences may be allowed to naturally weather.

(g) Proposals: Any person who desires to erect a fence on a residential lot within the City of Des Peres must file an application with and obtain a fence permit from the Department of Public Works. A copy of such application containing information concerning the proposed dimensions and location of such fences within the lot and the material from which it is to be constructed must be submitted to the Trustees for review. The Trustees will respond in writing to written proposals within 60 days. Before construction can begin, both a City permit and written approval from the Trustees is required.

(h) Fences on Lots Bordering the Lake: Fences on lots bordering Lake are to be uniform in height and appearance and their location on the lot is to be established by the Trustees. Trustees may locate fences as much as twenty feet inside the rear lot line, if they deem it necessary to give the shoreline of the lake an unbroken appearance. Fences along the lake are to be made of such material as the Trustees shall approve. Sideline fences where lots border common land may run to the water's edge.

(i) Invisible Fences/Animal Retention Systems: Invisible fences have a required setback of five (5) feet from any boundary line of the property and from any sidewalk available for use by the public.

10. TELEVISION AND RADIO AERIALS AND ANTENNA. No television or radio aerial may be erected that project more than eight feet above the ridgeline of the house without written permission from the Trustees. No dish antenna with a diameter exceeding 24 inches may be erected or attached to any house or placed on any portion of any lot. Any dish antenna placed as a self-standing structure on any lot must be unobtrusive and shielded from view and must have prior approval of the Trustees pursuant to paragraph 2 subparagraph (b) of this Restrictive Agreement.

11. TEMPORARY STRUCTURES. No structures of a temporary character; trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any times as a residence either temporarily or permanently.

COMMON LAND

12. TITLE TO COMMON LANDS. Grantor has heretofore executed and delivered to the original Trustees a Warranty Deed conveying to said Trustees and their successors, in trust, fee simple absolute title in certain lands within Dougherty Lake Subdivision Plat One (hereinafter sometimes referred to as "Common Lands") in trust, for a period of 20 years from the date of said deed for the sole benefit, use and enjoyment of the lot owners, present and future, of said subdivision, as authorized under the Density Development Procedure contained in Section 1003.183 of Chapter 1001, Title 10 of the Revised Ordinances of St. Louis County, Missouri, to be used for a scenic area. Thereafter, fee simple absolute title vests in the then lot owners as tenants in common. The rights of said tenants in common shall only be exercisable appurtenant to and in conjunction with their lot ownership. Any conveyance or change of ownership of any lot shall convey with it ownership in Common Lands. No lot owner shall have the right to convey his interest in Common Lands except as an incident of the ownership of a legally platted lot. The sale of any lot shall carry with it incidents of ownership of Common Lands although such is not expressly mentioned in the deed; provided, however, that no right or power conferred upon the Trustees shall be abrogated. The requirements of the aforesaid St. Louis County Ordinance and of this Restrictive Agreement shall apply to all Common Lands in said Dougherty Lake Subdivision and adjoining areas made subject to this Restrictive Agreement.

13. MAINTENANCE OF COMMON LANDS. The Trustees shall have the duty to maintain said Common Lands during the life of this Restrictive Agreement, whether title thereto be in their names or in the names of all lot owners as tenants in common and shall have exclusive right to manage and control said area for the purposes described herein and for that purpose may make such rules as they deem fit governing the use of such area. The Lake is intended as a scenic feature of Dougherty Lake Subdivision. It is the intention of the lot owners to restrict the use of the Lake so it does not become a nuisance to persons living adjacent to it. Access to the shoreline of the Lake is restricted to residents of Dougherty Lake and their accompanied guests. Said access is limited to only those areas where the Common Lands as platted touches the shore of the Lake. The shoreline of the Lake where individual lots back into the Lake is considered private and is only to be used by the owners of each individual lot. Swimming, boating, ice-skating, and docks or floats are prohibited in or on the Lake.

(a) The Metropolitan St. Louis Sewer District requires that the maintenance of the dam and spillway constructed in the Dougherty Lake Subdivision shall be the responsibility of the owners of the lots in the Dougherty Lake Subdivision and of the Trustees. It is the intention of the lot owners to establish a fund to be contributed to by the lot owners as herein provided for the care and maintenance of the dam and spillway until such time, if ever, this responsibility is assumed by some legally constituted public agency.

(b) Beginning in fiscal year 2014, and in each fiscal year thereafter, the Trustees are hereby authorized and directed to transfer the sum of \$5,000.00 out of the annual assessments collected in accordance with paragraph 19 hereof into a separate account to be known as the Lake Reserve Fund (the "Reserve Fund"). It is the intention of the lot owners that this transfer shall be made each year until such time as the sum of \$55,000.00 has been accumulated in the Reserve Fund. Once the Reserve Fund has accumulated the sum of \$55,000.00, if such sum is thereafter diminished, then the Trustees are hereby authorized to assess each lot adjoining the Lake the sum of \$100.00 per lot per year, and all other lots in said Dougherty Lake the sum of \$50.00 per lot per year until such time as the sum of \$55,000.00 is again accumulated in the Reserve Fund. Such assessment shall be in addition to the original assessment provided for in paragraph 19 hereof. The Reserve Fund, including the interest earned thereon, shall be used to pay for the costs of major repairs to the dam, spillway and Lake. For the purpose of this subparagraph the phrase "major repairs" shall refer to something other than routine care and maintenance of the Lake." The Trustees are hereby empowered to invest and reinvest all or any part of such funds:

1. in the obligations of or obligations unconditionally guaranteed as to principal and interest by the United States, or
2. in savings accounts and time deposits, including time certificates of deposit, in banking institutions to the extent such accounts or deposits are insured by the Federal Deposit Insurance Corporation, upon such terms and for such length of time as the Trustees shall in their sole discretion determine to be in the best interest of the lot owners in the Dougherty Lake Subdivision.

In the event a legally constituted public agency agrees to take over and assume the complete responsibility for the upkeep, care and maintenance of the dam, spillway and Lake, the Trustees are hereby authorized and empowered to turn this fund over to such agency on the condition that the Trustees are forever relieved from any further responsibility for the care, upkeep and maintenance of the aforesaid dam, spillway and lake, and that the lot owners are relieved of any further responsibility to pay any further assessments hereunder therefor. The aforesaid assessment and the amount of said fund may be increased to reflect the increase, if any, in the cost of living, based on the United States Bureau of Labor Statistics as hereinafter provided in Paragraph 19 hereof.

14. USE OF ASSESSMENTS.

The Trustees, during the life of this Restrictive Agreement, shall use and expend so much of the assessments provided for herein as they may deem proper for the upkeep and maintenance of said Common Lands so that the same shall be and remain an attractive, well-kept scenic area. The Trustees, during the life of this Restrictive Agreement, shall further use and expend so much of the assessments provided for herein as they may deem proper for the repair, replacement, upkeep, and maintenance of the uniform fence bordering the Dougherty Lake Subdivision along its eastern boundary, and located along and upon the rear lot lines of Lots 1, 2, 3, and 99 through 105.

15. CONVEYANCE OF UNDIVIDED INTEREST. Undivided interest in Common Lands vested in the lot owners shall be deemed to be part and parcel of the respective lots of Dougherty Lake Subdivision so that each and every conveyance or transfer of any kind whatsoever of a lot or lots in Dougherty Lake Subdivision shall operate and constitute a conveyance or transfer of the undivided interest in said Common Lands of the lot owner.

16. CONDEMNATION OF COMMON LANDS. In the event it shall become necessary for any public agency to acquire all, or any part of the property herein conveyed to the Trustees during the period of trust, the Trustees are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Trustees may be made parties, and, in any event, the proceeds received shall be held by the Trustees for the benefit of those entitled to the use of the common property, roads or easements.

GENERAL PROVISIONS

17. TERM. This Restrictive Agreement was developed for and encompasses a Trusteeship governing form filed/recorded per the requirements of St. Louis County, Missouri and is to run with the land and shall be binding on all parties and all persons claiming under them. The original term of the Restrictive Agreement was automatically extended for a period of ten (10) years on February 7, 1997 and shall hereafter be automatically extended for successive periods of ten (10) years and no other governing form other than a Trusteeship shall be entered into unless cancelled by an instrument in writing duly recorded by the vote for approval of a majority, i.e., at least 94 of 187, of all lot owners.

18. AMENDMENTS. With the exception of Restrictive Agreement (RA) Section 17, these restrictions in the RA may be amended at any time in a meeting of the lot owners. Amendment procedures are to be initiated by the Board of Trustees and this shall include an initial distribution of same inclusive of an analysis of the amendment(s). Lot owners will be asked for comment thereon and given at least two (2) weeks to provide the Trustees with their comment(s) thereon. Thereafter, notices setting forth the proposed amendment(s) shall be sent by first class mail postage prepaid to all lot owners to their last known address ten (10) days prior to said meeting. Notices shall also contain date, place, time of meeting and a mail in ballot which may be used in lieu of attending this meeting. The owner or owners of the property shall be entitled to one vote for each lot owned. Voting is to be by secret ballot unless all persons attending the meeting are agreeable to waiving this provision. If a majority of the lot owners present in person at this meeting together with the number of all other lot owners that cast absentee ballots voting thereon do constitute a required quorum (see RA Section 29), then action may be taken to thereby amend any part of the Restrictive Agreement except Section 17 which to be amended will require a majority of all lot owners in the subdivision to be approved.

19. ASSESSMENTS; LIENS.

(a) There is imposed upon each lot subject hereto a charge for assessments, to be made in the manner, in the amount, and for the purposes hereinafter described.

(b) The Trustees shall have the power to make uniform annual assessments upon all lots, subject to this Restrictive Agreement, each lot to be assessed equally in such amounts as the Trustees shall determine to be necessary to carry out their responsibilities and perform the purposes of this Restrictive Agreement; provided, that the amount of, such assessments shall be limited as follows: The maximum annual assessment shall be Three Hundred Dollars (\$300.00) per lot on January 1, 2010, and in each year thereafter the maximum annual assessment shall be based upon Three Hundred Dollars (\$300.00) increased in portion to the increase since January, 1, 2010 in the US. Department of Labor's Consumer Price Index (All Urban Consumers, All Items, for, St. Louis, Missouri)

Each assessment made pursuant to this paragraph shall be due and payable thirty (30) days after written notice thereof is given to the owners of record of the respective lot against which such assessment is made. If unpaid when due, each such assessment shall forthwith become a lien upon and against such lot, bearing interest at the rate of eighteen per cent (18) per annum until paid, when lien may be enforced by the Trustees by a suit for foreclosure and sale of such lot to satisfy such lien and the expenses of suit, sale and foreclosure, including reasonable attorney's fees, provided, no action for foreclosure may be commenced until such assessment shall be more than One Hundred Twenty (120) days delinquent.

If any assessment shall be unpaid when due, the Trustees may, in their discretion, execute and file for record a Notice of Lien identifying the lot or lots subject thereto and the amount due. If such notice has been recorded and a lien identified therein is subsequently paid, the Trustees shall furnish to the owners of the affected lot written evidence of satisfaction and discharge of said lien, executed and acknowledged by the Trustees.

20. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages. Proceedings shall be instituted by the Trustees or lot owners.

21. SEVERABILITY. Invalidation of anyone of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

THE TRUSTEES

22. ELECTION. Five (5) Trustees shall be elected by the lot owners to serve a term of three (3) years. At least one (1), but no more than two (2), Trustees shall be elected to full terms each year. If because of resignations or other events that shorten the term of one or more Trustees, a new Trustee or Trustees will be elected at the next annual meeting of lot owners to fill the remaining term or terms. Notice of any meeting for the purpose of electing a successor Trustee or Trustees shall be mailed

first class to the last known mailing address of each lot owner at least five (5) days prior to any such meeting. The owner or owners of property shall be entitled to one vote for each lot owned. The person or persons receiving the highest number of votes shall be declared elected.

23. POWER OF TRUSTEES. The Trustees have the power to prevent in their own name as Trustees any infringement of the provisions of this Restrictive Agreement, the power to compel the performance of any restrictions set out in this Restrictive Agreement or established by law, and the power to employ counsel. This power granted the Trustees is discretionary and not mandatory.

24. COMPLIANCE WITH LAW. Notwithstanding any other condition herein, the Trustees shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any municipality of which the Dougherty Lake Subdivision may become a part, including but not limited to streetlights, and for such purposes shall not be limited to the maximum assessment provided for herein.

25. MAJORITY OF TRUSTEES TO ACT: LIABILITY OF TRUSTEES. All trusts created by this Restrictive Agreement shall vest in and inure to the benefit of and may be fully exercised by the majority of the Trustees provided that any successor chosen appointed to fill a vacancy as provided in this Restrictive Agreement shall from and after the date of his or her acceptance of the position of Trustee be included in determining who constitutes a majority of the Trustees. Wherever the word "Trustees" occurs in this Restrictive Agreement it shall be held and taken to include their successors. Each of the Trustees and their successors duly elected or appointed hereby accepts the trusts upon condition only that each of said Trustees shall be responsible only for his own wrongful acts or willful default and not for those of the other or others, and upon the further condition that no Trustee hereunder shall ever be held personally for acts of commission or of omission by such Trustees respectively or collectively. Any Trustees may at any time resign as such Trustee by instrument in writing signed and acknowledged by him and filed for record in the Recorder's Office of the County of St. Louis. Thereupon his successor shall be elected as herein provided.

ADDITIONAL PROPERTY AND SUCCESSORS

26. ADDITIONAL PROPERTY. This Restrictive Agreement shall be applicable to additional property which may be subjected to this Restrictive Agreement by appropriate reference to it.

27. SUCCESSORS. This Restrictive Agreement shall be binding upon the lot owners, their successors and assigns.

28. RESTRICTIONS ON USE & LEASING. The Trustees deem it to be in the best interests of the community as a whole to preserve the Subdivision as a community in which the Lots are occupied by the Owner. Accordingly, the purpose of this Section 28 is to foster owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by prohibiting current and future owners from being able to lease and adopting reasonable regulations if a Lot is authorized to lease.

(a) Definitions. For purposes of this Section: (1) "Direct Family Member" means children, parent, grandchildren, grandparent, in-laws, stepchildren or siblings of the Owner. (2) "Lease" means any agreement for the exclusive possession of the Lot that creates a relationship of landlord-tenant or lessorlessee in which the record Owner does not occupy the Lot. (3) "Owner-Occupied" means that the resident of the lot is the record Owner, his or her siblings, parents, children, grandchildren, grandparents (and their families). In the event the Lot is owned by a trust, the Lot shall be deemed to be owner-occupied if grantor of the trust, or the Lot is occupied by the spouse or direct family member of the grantor of the trust. (4) "Restrictive Agreement" means Restrictive Agreement of Dougherty Lake as recorded in Book 6567 Page 2375, as amended, in the records of St. Louis County, Missouri and any rules as may be adopted by the Trustees. (5) "Trustees" means the duly elected Trustees under the provisions in the Restrictive Agreement.

(b) Restriction of Leasing. An Owner shall be prohibited from leasing the Lot unless the Lot is being leased at the time of adoption of this Amendment; said Lot shall be prohibited from leasing upon the earlier of the lease term expiring or the current tenants vacate. The Trustees may waive the limitation on leasing in this Section 28(b) for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job transfer, or medical conditions. Any such waiver shall be in writing and signed by the Owner and the Trustees. In the event a waiver is granted, the Owner may lease the Unit for the term granted in accordance with the regulations in Section 28(c) below.

(c) Lease Regulations. Any lease permitted under this Section 28 and executed or renewed on or after the effective date hereof shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in the Section.

(1) Copy of Lease. The Owner shall furnish to the Trustees, at least ten (10) days before the commencement date, a copy of the executed Lease and a lease addendum if required by the Trustees ("Addendum"), as well as the names and

contact information of the tenant and all occupants. The Lease shall comply with the Restrictive Agreement.

(2) Persons Subject to Restrictive Agreement. The Lease, Owner and tenant(s)/occupant(s) are subject to the provisions of the Restrictive Agreement.

(3) Term of Lease. The Lease shall have an initial term of twelve (12) months. Any renewal or extension of the Lease, and any sublease of the Lot or assignment of the Lease, shall be in writing and a copy submitted to the Trustees at least ten (10) days prior to its commencement date. Further, any lease renewal or extension may not exceed twelve (12) months at a time.

(4) Short Term Rentals. No Lot may be leased on a nightly or monthly basis, or for transient or hotel purposes including home exchange, swap or via Airbnb, VRBO or their functional equivalent. Not less than the entire Lot may be leased. If a lease is voluntarily terminated within 180 days of commencement, the Lot may not be leased for 180 days after the date of termination.

(5) Certification. The Owner certifies that he/she obtained a credit check and provided a copy of the Restrictive Agreement to tenant, and tenant certifies that he/she received said Restrictive Agreement, prior to signing the Lease.

(6) Assignment of Rights. The Owner assigns to tenant all rights and privileges related to occupancy of the Lot. The Owner retains the right to vote, the duty to pay assessments, fines and other 5 charges by the Trustees, and the obligation to maintain the Lot and carry a personal insurance policy of the Lot.

(d) No Time-Share. No Lot may be conveyed under a time-sharing plan.

(e) Reasonable Restraint on Alienation. The leasing limitations of this Section shall be deemed a reasonable restraint on alienation and not a change in the use of Lots, which shall continue to be used for single-family residential purposes.

(f) Enforcement. The Trustees are authorized to enforce any violation by tenant or occupant (regardless of relationship to Owner) of the Restrictive Agreement, except for nonpayment of rent, and may deem such violation a default of the Lease and shall have the right, after notice to the Owner and opportunity to cure, to terminate the Lease by judicial proceeding, and shall have all other remedies under the Restrictive Agreement. In the event the Owner fails to pay any assessment and related charges and fees for 60 days or more, the Trustees, upon written notice, may direct the tenant to pay rent directly to the Trustees which shall be applied to the Owner's account until the delinquency is paid in full; otherwise, however, the foregoing shall not impose any direct liability on a tenant to pay any general or special assessment on behalf of the Owner.

29. MEETINGS AND VOTING.

(a) Annual Meetings. An annual meeting of the lot owners shall be held during the month of February or such later date as practical. At the meeting, the lot owners shall elect Trustees as provided in RA Section 22 ELECTIONS and may transact such other business as may properly come before them.

(b) Special Meetings. Special meetings of the lot owners may be called by resolutions of the majority of the Trustees or upon a petition to the Trustees signed by at least Thirty (30) lot owners. Only business stated in the notice of such meeting may be transacted at a special meeting.

(c) Place of Meetings. Meetings of the lot owners shall be held within five (5) miles of the Subdivision, or such other convenient location as may be designated by the Trustees. In the event that environmental conditions and/or government regulation prohibit or strongly encourage against inperson group meetings (gatherings) then electronic software (Zoom, WebEx, etc.) may be substituted for a physical meeting location.

(d) Notice of Meetings. The Trustees shall provide each lot owner a notice of such annual or special meetings of the lot owners stating the purpose and, if being proposed, a ballot for absentee voting if any lot owner desires to use, and the date, time, and place of the meeting. Notice of annual and special meetings shall be sent by first class U.S. mail to the last known 6 mailing address of each lot owner at least ten (10) days prior to any such meeting.

(e) Quorum. The presence at the beginning of any duly called meeting for voting on any subject matter in person or by absentee ballot of thirty percent (30%) of all of the lot owners shall constitute a quorum at any meeting of the lot owners. If any meeting of the lot owners cannot be held because a quorum is not reached, the Trustees shall reschedule the meeting and notify the lot owners of the rescheduled meeting. At such meeting the quorum shall be reduced to fifteen percent (15%) of all of the voting lot owners, and if a quorum is reached, any business which might have been transacted at the meeting originally called may be transacted. All ballots prepared and submitted at the original meeting shall remain valid unless a voting lot owner is physically present and requests their original ballot be withdrawn and a new ballot provided for their vote to reflect their current decision.

(f) Voting by Ballot. For actions to be taken at a meeting each lot owners present in person shall be provided a ballot to cast their vote on all actions to be decided upon at the meeting of lot owners.

(g) Voting by Absentee Ballot. The Trustees shall provide each lot owner an absentee ballot as prepared by the Trustees to cast the lot owner's vote on actions to be decided upon at the meeting of the lot owners. The absentee ballot shall contain the proposed action/vote, the deadline and method for submission. The deadline for submission shall not be less than ten (10) days from the date provided. A lot owner that timely submits an absentee ballot shall be deemed present for the purpose of determination of a quorum. Only the absentee ballot provided by the Trustees is permitted.

2. Full Force and Effect. Except as specifically amended hereby, all of the terms and conditions of the Restrictive Agreement shall remain in full force and effect, and the same are hereby ratified and confirmed.

3. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

Updated 11-18-2021